

**CONTRACTUAL AGREEMENT
FOR
FLUORESCENT LAMPS, HID LAMPS, SPECIALTY LAMPS,
BALLASTS, AND OTHER RECYCLABLES**

FOR

**IOWA STATE UNIVERSITY
THE UNIVERSITY OF IOWA
THE UNIVERSITY OF NORTHERN IOWA
THE IOWA DEPARTMENT OF TRANSPORTATION
THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES
AND OTHER STATE AND CITY GOVERNMENT ENTITIES**

This Contractual Agreement for recycling of fluorescent lamps, HID lamps, specialty lamps, ballasts, and other recyclables (hereafter referred to as "Agreement" or "Contract") is made and entered into this 30th day of June, 2004 by and between Iowa State University (ISU), the University of Iowa (U of I), the University of Northern Iowa (UNI), The Iowa Department of Transportation (IDOT), the Iowa Department of Administrative Services (DAS) (hereafter referred to as "Generators") and HTR Group (hereafter referred to as "Recycler"). Additional city and state government entities may elect to contract with the Recycler as per the pricing and terms of this agreement.

IN CONSIDERATION OF the mutual promises and covenants contained herein, Generators and Recycler agree that this Contractual Agreement, Request for Proposal (RFP) No. 57261, and Recycler's response to RFP NO. 57261 combine to form a binding contractual Agreement for recycling of fluorescent lamps, HID lamps, specialty lamps, ballasts and other recyclables with this Agreement serving as the governing document.

SECTION I

1.1 General Recycler agrees to provide recycling services on an as-needed basis for the Generators named above as well as any other city or state government agency in the state of Iowa as per the terms and conditions of RFP No. 57261 and this agreement and that all parties involved with recycling of materials have been provided with and agree to all terms and conditions of RFP No. 57261 (barring exceptions noted in 1.2 below).

1.2 Exceptions Recycler has made exception to RFP 57261 section 5.17 for pricing of specialty lamps to be divided as follows:

Incandescent	\$0.10/each
Shattershield	\$0.75/each
Neon	\$1.95/pound
In-line ballast light	\$1.00 each

ISU, as administrator of the RFP, has granted this exception to this section.

1.3 Containers Recycler will provide boxes, gaylords or other acceptable containers for lamps and ballasts, if needed.

1.4 Recycling Recycler will recycle all materials in a way that minimizes what is land-filled and Recycler warrants that PCB ballasts or PCB contaminants are being sent for incineration.

1.5 Pricing Generators and Recycler have agreed to the pricing schedule below.

Fluorescent lamps, 4 ft and under	\$0.15/lamp
Fluorescent lamps, 5 ft and over	\$0.30/lamp
Compact fluorescents	\$0.25/lamp
U-bend and Circular lamps	\$0.25/lamp
HID (high pressure sodium, metal halide, mercury vapor)	\$0.65/lamp
Broken lamps (stored in a sealed container)	\$0.40/lamp
Broken HID's (stored in a sealed container)	\$0.40/lamp
Batteries - Lead Acid	\$0.50/pound
Batteries - Alkaline	\$0.50/pound
Batteries - Nickel Cadmium (Ni-Cad)	\$0.75/pound
PCB ballasts	\$0.42/pound
Non-PCB ballasts	\$0.25/pound
DEHP ballasts	\$0.42/pound

Prices are firm for the duration of the contract.

Pickups will be a minimum of 1000 lamps or \$350 in recyclables.

Prices include all pick-up charges, stop charges, recycling costs and any other fees associated with removing and recycling of materials.

There is no additional charge for multiple locations for a Generator. A \$50.00 charge may apply to additional off-site locations and will be agreed upon by Generator and Recycler and approved by the contract administrator (ISU) when/if additional locations are added.

Emergency pick-ups will be charged an additional charge equal to the actual transportation cost to be documented by the Recycler.

1.6 Invoicing Recycler shall submit invoices to Generators on a case by case basis and all invoices will be identified by the contract number provided by the specific Generator with their contract Purchase Order. Invoices will be sent in duplicate to each generator. Each generator is responsible for issuing its own contract order and for payment of its own invoices.

Recycler also allows use of VISA and MasterCard for payments and will provide certificates of conversion and documentation accordingly in that circumstance.

All invoices will be accompanied by a certificate of conversion.

All invoices will be accompanied by a certificate of conversion or disposal (in the case of PCB ballasts or other PCB materials). All PCB's will be incinerated and invoices for such will be accompanied by certificates of destruction.

Any invoices for PCB's that are accompanied by an incorrect certificate of destruction will not be paid until correct certificate of destruction is received. An additional 5% discount will apply to these invoices to cover administrative cost. Early payment terms will begin from receipt of correct invoice and certificate of conversion/destruction.

Any PCB's disposed of in a legal and proper manner, but not incinerated as per our specifications will be disposed of at no charge to the Generator. PCB's disposed of in manner inconsistent with current recycling and waste regulations will be considered a breach of contract and Generator will be recompensed up to and including all costs of litigation and cleanup by the Recycler.

- 1.7 Payment Terms** Payment is based on a 2% 10/Net 30 term. All invoices must be accompanied by Certificates of Conversion in order to receive payment. Each Generator is responsible for its own payments. No obligation is incurred by any other Generator or agency for another Generator's material recycling.
- 1.8 Scheduling** Each Generator will be responsible for scheduling their own pickup. Recycler may wish to schedule normal pick-up runs and will let Generators know what that schedule is. Generators may request pickup as frequently as every two weeks.
- 1.9 Performance Bond** Recycler will be required to provide a Performance Bond as required by State of Iowa Code. The Recycler shall issue a performance bond to ISU as administrator of this contract in the amount of \$50,000 to cover the entire contract period.
- 1.10 Insurance** Recycler agrees to maintain its current level of insurance, as evidenced in the insurance certificate provided with their response to RFP 57261, during the entire contract period and will keep a current certificate of insurance on file with ISU.
- 1.11 Contract Term** The contract will become effective following the date of acceptance and continue until June 30, 2007. Pricing shall remain constant throughout the contract term.
- 1.12 Reporting** Recycler agrees to report annually to the contract administrator (ISU) the volume of items recycled in each category for each entity using this agreement. This information must also be made available to each entity that requests the data on their own volume. Report should be sent to the ISU contract administrator within 30 days after the end of the fiscal year (June 30).

SECTION II

CONTRACT SPECIFICATIONS

2.1 Materials to be Recycled

Fluorescent lamps, 4 ft and under	\$0.15/lamp
Fluorescent lamps, 5 ft and over	\$0.30/lamp
Compact fluorescents	\$0.25/lamp
U-bend and Circular lamps	\$0.25/lamp
HID (high pressure sodium, metal halide, mercury vapor)	\$0.65/lamp
Broken lamps (stored in a sealed container)	\$0.40/lamp
Broken HID's (stored in a sealed container)	\$0.40/lamp
Batteries - Lead Acid	\$0.50/pound
Batteries - Alkaline	\$0.50/pound
Batteries - Nickel Cadmium (Ni-Cad)	\$0.75/pound
PCB ballasts	\$0.42/pound
Non-PCB ballasts	\$0.25/pound
DEHP ballasts	\$0.42/pound

Recyclables not mentioned in this document or the RFP referenced in this document, but that are able to be recycled by the Recycler and are requested by a Generator, will be added to the contract at a price negotiated between the Generator and the Recycler.

2.2 Generator's Services Provided Each Generator agrees to provide the following services:

- 2.2.1 Request/obtain appropriate shipping containers when needed.
- 2.2.2 Place lamps in containers without breaking lamps.
- 2.2.3 Count lamps by categories and record.
- 2.2.4 Label each box with number and type of lamps contained in each box.
- 2.2.5 Properly store any broken lamps in separate non-metallic containers to remain sealed until delivered to recycler.
- 2.2.6 Sort PCB and non-PCB ballasts
- 2.2.7 Place other recyclables in appropriate containers, gaylords, or have them shrink-wrapped on pallets.
- 2.2.8 Provide recycler/transporter a convenient location to pick up all recyclables.

2.3 Recycler Services Recycler agrees to provide generator the following services:

- 3.3.1 Provide shipping cartons or containers upon request.
- 3.3.2 Pick up and transport lamps and other recyclables to the recycling facility.

- 3.3.2 Recycle lamps to consistently produce decontaminated glass and metal. Maintain contracts with reputable vendors to take receipt of recovered materials.
 - 3.3.3 Provide, prepare and process all paperwork required by all regulatory agencies (including the Bill of Lading) for transportation of all recyclables.
 - 3.3.4 Set up pick-up schedules with interested Generators. Recycler will call a minimum of one day in advance to confirm pick-up with each Generator.
 - 3.3.5 Recycler will inform Generator on the day of pick-up of any unreasonable delays or canceled pickups resulting from adverse weather, full trucks, etc. Generators reserve the right to institute a 10% penalty, in the form of a discount on that shipment, when not informed of delays of two hours or more from the set time, when not informed of canceled pick-ups, or when trucks scheduled to arrive at Generator's facility prior to 3:30, do not arrive on-time and no notice is given.
 - 3.3.6 Incinerate all PCB contaminated materials in a TSCA incinerator.
 - 3.3.7 Recycle materials in a way that minimizes what is land-filled.
 - 3.3.8 Recycler will report annually all parties who are using the contract that results from the RFP and volumes to the contract administrator within 30 days of the end of the State fiscal year (June 30).
- 2.4 Contract Volumes Contract volumes may vary by year and are not guaranteed as a specific volume or dollar value..
- 2.5 Transfer of Recyclables Recyclables will be transferred to the recycler at the following locations (locations may be subject to change over time):

Place: **Iowa State University**
Lamps and all other items except ballasts - Central Stores Loading Dock,
General Services Building, Ames, Iowa

Ballasts only - Chemical Waste Handling Facility, 1916 N. Scholl Road,
Ames, Iowa 50014

University of Northern Iowa
All recyclables referenced in this contract - Physical Plant Building,
Cedar Falls, Iowa

University of Iowa
Ballasts - Oakdale Waste Storage Facility, 2260 Old Farmstead Road,
Oakdale, IA 52319

Lamps - Two locations:
General Stores, Mossman Business Services Building, 2222 Old
Highway 218 South, Iowa City, IA 52242

University of Iowa Hospitals and Clinics, Shipping/Receiving
Facility, 200 Hawkins Drive, Iowa City, IA 52242

Iowa Dept. of Transportation

All recyclables referenced in this contract - DOT Warehouse, 800
Lincoln Way, Ames, Iowa

Other Generators

To be determined as they contact awarded Recycler to use contract.

Time: Between 8:00 a.m. and 3:30 P.M., Monday through Friday, excluding legal holidays. Specific time and dates to be prearranged by mutual agreement between Generator and Recycler at time of contract.

Frequency: Recyclables shall be scheduled for pick up at the above locations on a schedule agreed upon by each Generator when they contract for service. Pickups must be able to be completed as frequently as every two weeks for some Generators.

- 2.6 Method of Recycling Generator will recycle materials in accordance with acceptable industry practices and as outlined in Supplement 6 of their RFP response.

The bidder shall offer proof of recycling to the Generator through a Certificate of Conversion or Destruction in accordance with RFP and regulatory requirements.

SECTION III
TERMS AND CONDITIONS
OF THE CONTRACT

3.1 Definitions

The Generator The Generator will refer to each agency that issues a contract to the awarded Recycler.

The Recycler The term Recycler means the Recycler that a Generator has issued a contract order or to, or the Recycler's authorized representative.

- 3.1 Non-appropriation of Funds Notwithstanding other provisions of any contract resulting from this RFP, if funds anticipated for the continued fulfillment of any contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature, city or municipal governments, or the federal government to provide funds or the program under which funds were provided is altered, then Generator shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Unless otherwise agreed, upon notice from Generator the contract shall become null and void on the last day of the fiscal year of the funding agency (i.e., State of Iowa or federal government) for which appropriations were received.

3.2 Termination

- 3.2.1 Upon not less than ninety (90) days prior written notification, the Agreement may be terminated by Recycler without penalty. Upon receipt of not less than ninety (90) days prior written notification, the Agreement may be terminated by Generator without penalty. Regardless of the reason for termination, Recycler shall be contractually bound to facilitate a smooth transition to another management group, should this occur.
- 3.2.2 If Recycler is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Recycler's insolvency, if Recycler repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely services for a Generator, or if Recycler is otherwise guilty of a substantial violation of the Contract Documents, Generator may terminate the Agreement after giving Recycler a minimum thirty (30) days written notice, without penalty to Generator.
- 3.2.3 In any case where Recycler has failed to provide services or has provided nonconforming services, ISU, as administrator of this contract, shall provide a Cure Notice. If after notice Recycler continues to be in default, ISU may procure services from another source for a Generator and terminate the Agreement, without penalty to Generator. Recycler may be required to pay Generator the difference if a higher cost management firm is selected.

3.3 Immunity from Liability Every person who is a party to this Contract is hereby notified and agrees that ISU and all other Generators, their agents, successors, and assigns are immune from liability and suit for or from Recycler's activities involving third parties and arising from this Agreement.

3.4 Indemnification

3.4.1 To the fullest extent permitted by law, Recycler shall defend, indemnify, and hold harmless Generators, their agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance and compliance with the terms and obligations of the Agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Recycler, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

3.4.2 In any and all claims against Generator, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of Recycler, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Recycler or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.5 Code of Fair Practice During the performance of this contract, Recycler agrees as follows:

3.5.1 Recycler shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. Recycler shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.5.2 Recycler shall comply with the provisions of Federal Executive Order 11246.

3.6 Responsibility for Those Performing the Work

- 3.6.1 Recycler shall be responsible for the acts and omissions of all Recycler's employees and all subcontractors, their agents and employees, and all other persons under contract with Recycler, while performing the duties and responsibilities associated with this Contract.
- 3.6.2 Recycler shall at all times enforce strict discipline and good order among Recycler's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 3.6.3 Incompetent or incorrigible employees shall be dismissed from the project by Recycler, pending mutual agreement between Generator and Recycler, when so determined by the Generator. Dismissed individuals shall be prohibited from being employed or utilized by Recycler as part of the services Recycler provides for a Generator without the written consent of the Generator.

3.7 Subcontractors Recycler is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Agreement must be approved in advance and be acceptable to ISU as administrator of this contract. The Recycler is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties. Recycler shall be solely responsible for payment to all subcontractors or secondary suppliers that the Recycler may engage for the completion of any contract with a Generator.

3.8 Insurance Recycler shall purchase and maintain, throughout the term of this Agreement, comprehensive general liability insurance, including contractual liability, slip and fall coverage (arising out of snow removal or maintenance issues) and comprehensive automobile liability insurance to protect Recycler from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Recycler, subcontractor, agent, or by anyone else directly or indirectly employed by Recycler. All statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

Worker's Compensation	Statutory
Comprehensive General Liability	\$5,000,000 each occurrence*
Comprehensive Auto Liability	\$1,000,000 each occurrence*
Pollution liability	\$5,000,000 each occurrence

*\$2 Million aggregate

Generators who issue contracts to the awarded Recycler of the RFP shall be named on such policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract.

Recycler will be required to annually submit proof of such coverage in the form of a Certificate of Insurance. ISU, as administrator of this contract, shall be notified at least 90 days in advance of policy cancellation, non-renewal, adverse change, or restriction of coverage.

Recycler agrees to waive all rights of subrogation against ISU, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Recycler or other firms associated with the Agreement.

- 3.9 Amendments to the Contract When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.
- 3.10 Laws Terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this RFP shall be instituted in the appropriate courts in the State of Iowa.
- 3.11 Assignment The Agreement (including any future Amendments incorporated into the Agreement) may not be assigned, transferred, sold or subcontracted by Recycler without the prior written consent of ISU as contract administrator. Should selected Recycler be purchased (in whole or in part) by another organization or should Recycler wish to assign, transfer, or subcontract the Agreement to another Recycler, ISU shall have the right to terminate the Agreement upon ninety (90) days written notification, without penalty to any Generator.
- 3.12 Advertising Recycler shall not use or reference the name of any Generator as a part of any commercial advertising without prior written approval of a Generator.
- 3.13 Taxes Generators may be exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Recycler's employee's wages. Generator's may also be exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.
- 3.14 Severability of the Contract In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 3.15 Acts of God Whenever a Recycler's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the Recycler to promptly advise the Generator. The Generator may elect to cancel all orders on file with the Recycler and place the order with another Recycler.

**CONTRACTUAL AGREEMENT
FOR
COMPUTER MONITORS, COMPUTER COMPONENTS, ELECTRONICS, AND
RELATED MATERIALS RECYCLING**

Signature Page

Recycler agrees that the binding contractual documents are Request for Proposal No. 57261 for recycling, dated 6/2/2004, Recyclers response to Request for Proposal No. 57261, and this Contractual Agreement. Any and all modifications to the contractual documents shall require written consent from Recycler and all Generators. Recycler and Generator having read and understood all the aforementioned provisions of the contractual documents have signed all copies of this Agreement and regard each copy as an original.

HTR Group.

By: _____

Typed Name: _____

Title: _____

Date: _____

Iowa State University

By: _____

Typed Name: _____

Title: _____

Date: _____

University of Iowa

By: _____

Typed Name: _____

Title: _____

Date: _____

University of Northern Iowa

By: _____

Typed Name: _____

Title: _____

Date: _____

Iowa Department of Transportation

By: _____

Typed Name: _____

Title: _____

Date: _____